

SERFF Tracking Number: LFPL-126352213 State: Arkansas
Filing Company: Sterling Life Insurance Company State Tracking Number: 43891
Company Tracking Number:
TOI: H07I Individual Health - Specified Disease - Sub-TOI: H07I.001 Critical Illness
Limited Benefit
Product Name: Sterling Critical Condition Revision Filing
Project Name/Number: /

Filing at a Glance

Company: Sterling Life Insurance Company

Product Name: Sterling Critical Condition SERFF Tr Num: LFPL-126352213 State: Arkansas

Revision Filing

TOI: H07I Individual Health - Specified Disease SERFF Status: Closed-Approved- State Tr Num: 43891

- Limited Benefit Closed

Sub-TOI: H07I.001 Critical Illness

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Mary Boyden, Bill Conley, Disposition Date: 11/20/2009

Melanie Glassic

Date Submitted: 10/26/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: Resubmission

Previous Filing Number: LFPL-126052497

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/20/2009

Explanation for Other Group Market Type:

State Status Changed: 11/20/2009

Deemer Date:

Created By: Mary Boyden

Submitted By: Melanie Glassic

Corresponding Filing Tracking Number:

Filing Description:

Please accept the enclosed filing on behalf of Sterling Life Insurance Company. A letter of filing authorization is attached. All correspondence should be addressed to LifePlans Inc.

It has been recently brought to the attention of Sterling that the policy and outline of coverage forms contain inconsistent language.

SERFF Tracking Number: LFPL-126352213 State: Arkansas
Filing Company: Sterling Life Insurance Company State Tracking Number: 43891
Company Tracking Number:
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: Sterling Critical Condition Revision Filing
Project Name/Number: /

Please see the attached cover letter for complete details.

Company and Contact

Filing Contact Information

Mary Boyden, Filing Consultant mboyden@lifeplansinc.com
51 Sawyer Road 781-893-7600 [Phone] 312 [Ext]
Suite 340 781-893-6905 [FAX]
Waltham, MA 02453

Filing Company Information

(This filing was made by a third party - lifeplansinc)

Sterling Life Insurance Company	CoCode: 77399	State of Domicile: Illinois
1000 N. Milwaukee Ave. 6th Floor	Group Code: 317	Company Type:
Glenview, IL 60025	Group Name:	State ID Number:
(360) 392-9251 ext. [Phone]	FEIN Number: 13-1867829	

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation: \$50.00 per form (retaliatory fee)
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sterling Life Insurance Company	\$100.00	10/26/2009	31545188

SERFF Tracking Number: LFPL-126352213 State: Arkansas

Filing Company: Sterling Life Insurance Company State Tracking Number: 43891

Company Tracking Number:

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: Sterling Critical Condition Revision Filing

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/20/2009	11/20/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/30/2009	10/30/2009	Mary Boyden	11/20/2009	11/20/2009

<i>SERFF Tracking Number:</i>	<i>LFPL-126352213</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43891</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.001 Critical Illness</i>
<i>Product Name:</i>	<i>Sterling Critical Condition Revision Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 11/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LFPL-126352213 State: Arkansas

Filing Company: Sterling Life Insurance Company State Tracking Number: 43891

Company Tracking Number:

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: Sterling Critical Condition Revision Filing

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Third Party Authorization	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form (revised)	Specified Critical Condition Policy	Approved-Closed	Yes
Form	Specified Critical Condition Policy	Replaced	Yes

SERFF Tracking Number: LFPL-126352213 State: Arkansas
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Company Tracking Number:
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: Sterling Critical Condition Revision Filing
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/30/2009
Submitted Date 10/30/2009

Respond By Date

Dear Mary Boyden,

This will acknowledge receipt of the captioned filing.

Objection 1

- Specified Critical Condition Policy, Form No. StrAR-CC (Form)

Comment:

There needs to be a provision for therefund of unearned premium in the event of death of the insured as outlined under ACA 23-85-134.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/20/2009
Submitted Date 11/20/2009

Dear Rosalind Minor,

Comments:

Response 1

Comments: We have revised the policy to comply with ACA 23-85-134. Specifically we have added the language to the Payment of Claim provision on page 9 of the policy.

Related Objection 1

Applies To:

- Specified Critical Condition Policy, Form No. StrAR-CC (Form)

SERFF Tracking Number: LFPL-126352213 State: Arkansas
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 Limited Benefit
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Comment:

There needs to be a provision for therefund of unearned premium in the event of death of the insured as outlined under ACA 23-85-134.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Specified Critical Condition Policy	Form No. StrAR-CC		Policy/Contract/Fraternal Certificate	Revised	LFPL-126052497		AR Sterling CI Policy 11.18.09.pdf

Previous Version

Specified Critical Condition Policy	Form No. StrAR-CC		Policy/Contract/Fraternal Certificate	Revised	LFPL-126052497		AR Sterling CI Policy 10.08.09.pdf
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No Rate/Rule Schedule items changed.

Thank you,

Mary Boyden
 Filing Consultant

Sincerely,
 Bill Conley, Mary Boyden, Melanie Glassic

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Form Schedule

Lead Form Number: StrAR-CC

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/20/2009	Form No. StrAR-CC	Policy/Cont Specified Critical ract/Fratern Condition Policy al Certificate	Revised	Replaced Form #: Previous Filing #: LFPL-126052497		AR Sterling CI Policy 11.18.09.pdf

STERLING LIFE INSURANCE COMPANY

Administrative Offices/Customer Service
[P. O. Box 5348 Bellingham, WA 98227-5348
(800) 688-0010]

GUARANTEED RENEWABLE SPECIFIED CRITICAL CONDITION POLICY

THIS POLICY DOES NOT PAY BENEFITS FOR LOSS OF LIFE.

This is a legal contract between you and Sterling. READ YOUR POLICY CAREFULLY.

THIRTY DAY RIGHT TO EXAMINE POLICY

If this policy is not satisfactory for any reason, within 30 days of policy issuance you can return the policy to Sterling. Any premium paid will be refunded and this policy will be void from its beginning.

GUARANTEED RENEWABLE

Sterling guarantees your right to renew this policy. It will continue in force so long as the premium is paid on or before the due date or within the grace period. Sterling reserves the right to change the premium on a class basis. Sterling will notify you in writing, at your last address of record, of the change at least 30 days before the date at which it is to become effective.

PRE-EXISTING, WAITING PERIOD CONDITION LIMITATIONS

Loss caused by a Pre-existing Condition or Waiting Period Condition is not covered unless such loss begins after 12 months from the issue date of this policy.

This policy is issued by STERLING LIFE INSURANCE COMPANY

Signed by Our President and Secretary.

President



Assistant Secretary

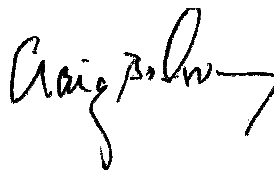


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A copy of the Application and Outline of Coverage follows Page 10.

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BENEFIT SCHEDULE

CATEGORY I - CANCER BENEFIT

Scheduled Benefit Amount

\$

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of Covered Cancer. Benefit payment is for Cancer, excluding Skin Cancer (except malignant melanoma), Stage A, B, T1a or T1b Prostate Cancer, Stage 1A malignant melanoma and Carcinoma In-Situ. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

Section Two

Payment upon diagnosis and/or treatment of first occurrence of Stage A, B, T1a or T1b Prostate Cancer or Carcinoma In-Situ is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category. This policy will terminate upon the payment of both Category I Cancer and Category II Specified Critical Condition benefits subject to all contract terms.

CATEGORY II - SPECIFIED CRITICAL CONDITIONS BENEFIT (EXCLUDING CANCER)

Scheduled Benefit Amount

\$

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of the following specified Critical Conditions: Benign Brain Tumor, Blindness, Heart Attack, Kidney Failure, Loss of Hearing, Loss of Speech, Major Organ Transplant, Paralysis (2 or more limbs), Severe Burns, or Stroke. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

Section Two

Payment upon diagnosis and/or treatment of first occurrence of coronary artery bypass graft surgery is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category. This policy will terminate upon the payment of both Category I Cancer and Category II Specified Critical Condition benefits subject to all contract terms.

INSURED:

AGE:

POLICY NUMBER:

METHOD OF PREMIUM PAYMENT:

SMOKER STATUS:

PREMIUM AMOUNT:

\$

ISSUE DATE:

:

CONSIDERATION

This policy is issued in consideration of the statements in the application and payment of the first premium. A copy of the application is attached to the policy.

BENEFITS

Please refer to the Benefit Schedule page for the benefit(s) you selected.

CATEGORY I - CANCER BENEFIT

Covered Loss - Cancer (Excluding Skin Cancer (except malignant melanoma), Stage A, B, T1a or T1b Prostate Cancer, Carcinoma In-Situ and Stage 1A malignant melanoma)

Sterling agrees to pay you, the insured named in the application, subject to the terms and limitations of this policy, a benefit for the following Covered Loss sustained by you while the policy is in force. Upon diagnosis and/or treatment of Cancer, as defined below, while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, you will receive 100% of the Scheduled Benefit Amount according to the plan selected.

Covered Loss – Stage A/B or T1a/T1b Prostate Cancer or Carcinoma In-Situ

Benefit payment upon diagnosis and/or treatment of first occurrence of Stage A/B or T1a/T1b Prostate Cancer or Carcinoma In-Situ while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, is limited to 10% of the Scheduled Benefit Amount according to the plan selected.

Exclusion: No benefit will be payable under this condition for the following non-life-threatening cancers:

- Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion), or
- any non-melanoma skin cancer that has not metastasized

Cancer Benefit Definitions

“Life-threatening Cancer” means leukemia, Hodgkin’s Disease or a malignant tumor treated by a Physician that is characterized by uncontrolled cell growth and which results in a pathologic diagnosis, based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.) The pathologist establishing the diagnosis shall base his judgment solely upon the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the suspect cells.

The legally licensed Doctor must not be the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Any tests or examinations that must be performed in order to satisfy the condition requirements must be conducted by a medical professional who is not the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Diagnosis under the policy means the complete fulfillment of the definition of the condition as described under the policy.

“Carcinoma-in-situ” means a diagnosis of cancer where in the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an

Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.)

“Stage A Prostate Cancer” is histologically described as Tumor Node Metastasis Classification T1 or equivalent staging based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.)

Skin Cancer

Skin Cancer is not covered under this policy. “Skin Cancer” is any Skin Cancer, including squamous cell carcinoma and basal cell carcinoma, except malignant melanoma.

CATEGORY II - SPECIFIED CRITICAL CONDITION COVERAGE BENEFIT (EXCLUDING CANCER)

Covered Loss - Critical Conditions (Excluding Cancer and Coronary Artery Bypass Graft Surgery)

Sterling agrees to pay you, the insured named in the application, subject to the terms and limitations of this policy, a benefit for one of the following Covered Losses sustained by you while this policy is in force. Upon the diagnosis and/or treatment of the Covered Loss as defined below while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, you will receive 100% of the Scheduled Benefit Amount according to the plan selected.

The diagnosis and treatment of any covered condition must be performed by a Specialist or physician licensed in the United States of America (or other such jurisdiction as may be approved).

Any tests or examinations that must be performed in order to satisfy the condition requirements must be conducted by a medical professional who is not the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Diagnosis under the policy means the complete fulfillment of the definition of the condition as described under the policy.

“Benign Brain Tumor” is defined as “a definite diagnosis of a non-malignant tumor located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumor must require surgical or radiation treatment or cause irreversible objective neurological deficit(s). The diagnosis of Benign Brain Tumor must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for pituitary adenomas less than 10 mm.

“Blindness” *is defined as* “a definite diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or,
- the field of vision being less than 20 degrees in both eyes.
- The diagnosis of Blindness must be made by a Specialist.”

“Heart Attack” is defined as “a definite diagnosis of the death of heart muscle due to obstruction of blood flow, that results in:

Rise and fall of the biochemical cardiac markers troponin and CK-MB to levels considered diagnostic of myocardial infarction, with at least one of the following:

- heart attack symptoms
- new electrocardiogram (ECG) changes consistent with a heart attack
- development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of Heart Attack must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves, or
- ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above."

"Kidney Failure" is defined as "a definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated. The diagnosis of Kidney Failure must be made by a Specialist."

"Loss of Hearing" means permanent and profound loss of hearing in both ears, with an auditory threshold of more than 90 decibels, for at least three standard tested frequencies with no possibility of correction despite use of a hearing aid. The diagnosis of Loss of Hearing must be made by a Specialist.

"Loss of Speech" is defined as "a definite diagnosis of the total and irreversible loss of the ability to speak for the activities of daily living as the result of physical injury or disease, for a period of at least 180 days. The diagnosis of Loss of Speech must be made by a Specialist."

"Major Organ Transplant" is defined as "a definite diagnosis of the irreversible failure of the heart, both lungs, liver, whole pancreas, or both kidneys, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Insured Person must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney, or whole pancreas, and limited to these entities. The diagnosis of the major organ failure must be made by a Specialist."

"Paralysis" is defined as "a definite diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event. The diagnosis of Paralysis must be made by a Specialist."

"Severe burns" means third degree burns covering at least 20% of your body, which are diagnosed by a Specialist.

"Stroke" (Cerebrovascular Accident) is defined as "a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms, and
- new objective neurological deficits on clinical examination,

persisting for more than 30 days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of Stroke must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- Transient Ischaemic Attacks; or,
- Intracerebral vascular events due to trauma; or,
- Lacunar infarcts which do not meet the definition of stroke as described above."

Covered Loss – Coronary Artery Bypass Graft Surgery

Benefit payment upon diagnosis and/or treatment of first occurrence of Coronary Artery Bypass Graft Surgery while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, is limited to 10% of the Scheduled Benefit Amount according to the plan selected.

"Coronary Artery Bypass Graft (CABG) Surgery" is defined as "the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s), excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction. The surgery must be determined to be medically necessary by a Specialist."

DEFINITIONS

"**Covered Loss**" is a loss that is incurred, diagnosed and/or treated in accordance with the requirements of the subsection describing the specific loss. A Covered Loss is not a loss that is a Pre-existing Condition or

Waiting Period Condition; however, a Pre-existing Condition or Waiting Period Condition will be considered a Covered Loss if loss caused by such condition begins after 12 months from the issue date.

“Incurs/Incurred” means an event or incident that:

- (a) initially occurs on or after the date coverage on an Insured Person becomes effective under this Policy; and
- (b) initially occurs while coverage on an Insured Person under this policy is in force; and
- (c) is not excluded by any specific description or exclusion stated in this Policy.

“**Hospital**” is an institution located in the United States which meets all of the following requirements: (a) operates pursuant to state law for Hospitals located in the United States; (b) operates primarily for the care and treatment of sick or injured persons as inpatients; (c) provides 24 hour nursing service; (d) has facilities for diagnosis and surgery either on its own premises or in facilities available to the Hospital on a prearranged basis; and (e) has a staff of at least one licensed Physician available at all times. Hospital does not include a nursing home or convalescent care facility, whether such facility is independent or associated with a Hospital.

“**Physician**” means a legally qualified practitioner licensed in the United States or its territories by a federal, state or territorial licensing authority for such practitioners acting within the scope of his or her license in treating an injury or sickness and practices in the United States or its territories. It does not include you or a member of your family.

“**Pre-existing Condition**” means a condition for which you received medical advice or treatment within the 12 months preceding the issue date of the policy or showed signs or symptoms within 12 months prior to the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment. A Pre-existing Condition does not include any condition fully disclosed in the application for the policy. Loss caused by a pre-existing condition is not covered unless such loss begins after 12 months from the issue date of the policy.

“**Scheduled Benefit Amount**” means the lifetime maximum benefit amount payable under the policy.

“**Specialist**” is a licensed medical practitioner who has been trained in the specific area of medicine relevant to the covered critical illness condition for which benefit is being claimed, and who has been certified by a specialty examining board. In the absence or unavailability of a Specialist, and as approved by the insurer, a condition may be diagnosed by a qualified physician practicing in the United States of America.

Specialist includes, but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist.

The Specialist must not be the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

“**Term**” is the Issued Date shown on the Schedule.

“**Waiting Period Condition**”

No benefit will be payable under this policy if:

Within the first 60 days following the later of:

- the effective date of the policy, or
- the effective date of last reinstatement of the policy,

the Insured Person has any of the following:

- a diagnosis of a covered condition
- received medical advice or treatment for a covered condition
- signs, symptoms or investigations, that lead to a diagnosis of a covered condition, regardless of when the diagnosis is made
- showed symptoms after the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment

This medical information as described above must be reported to the Company within 6 months of the date of the diagnosis. If this information is not provided, the Company has the right to deny any claim for a covered condition. Loss caused by a waiting period condition is not covered unless such loss begins after 12 months from the issue date of the policy.

PAYABLE IN ADDITION TO OTHER INSURANCE

Benefits provided by this policy are payable in addition to those provided by any other insurance policy.

EXCLUSIONS

This policy will not pay for losses resulting from:

- 1) Any intentionally self-inflicted injury;
- 2) Criminal activity or participation in a riot;
- 3) Disease, illness or bacterial infections except those bacterial infections that occur as a result of accidental Injury;
- 4) Intoxication or narcotics influence, unless such intoxicant or narcotic is prescribed by a Physician;
- 5) Driving under the influence of alcohol or narcotics, unless administered on the advice of a Physician;
- 6) Military service or war;
- 7) Suicide or intentional Injury; or
- 8) Hazardous sports or activities such as racing or testing a vehicle, skydiving, parachuting or bungee jumping.

UNIFORM PROVISIONS

ENTIRE CONTRACT; CHANGES: This policy with the application and attached papers, if any, is the entire contract between the Insured and Sterling. No change in this policy will be effective until approved by an officer of Sterling. This approval must be noted on or attached to this policy. No agent may change this policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: (a) Misstatements in the Application. After two years from the issue date of this policy, only fraudulent misstatements made by the applicant in the application may be used to void the policy or deny a claim for loss incurred after the two-year period. (b) Pre-Existing Conditions. No claim for loss that starts after 12 months from the issue date will be reduced or denied because a sickness or physical condition, not excluded by name or specific description before the date of loss, had existed before the issue date.

GRACE PERIOD: This policy has a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, the policy will lapse. Later acceptance of the premium by Sterling (or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate the policy.

If Sterling or its agent requires an application, the Insured will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking such approval, the policy will be reinstated on the 45th day after the date of the conditional receipt unless Sterling has previously written the Insured of its disapproval.

The reinstated policy will only cover a loss that starts more than 10 days after the reinstatement date. In all other respects the rights of the Insured and Sterling will remain the same, subject to any provisions noted on or attached to the reinstated policy.

Any premiums Sterling accepts for a reinstatement will be applied to a period for which premiums have not been paid. No premium will be applied to any period more than 60 days before the reinstatement date.

NOTICE OF CLAIM: Written notice of claim must be given within 30 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Sterling at its Home Office or to Sterling's agent. Notice should include the name of the Insured and the policy number.

CLAIM FORMS: When Sterling receives the notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving Sterling a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

PROOF OF LOSS: Written proof must be given within 90 days after such loss.

If it was not reasonably possible to give written proof in the time required, Sterling shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

TIME OF PAYMENT OF CLAIM: Benefit for loss covered by this policy will be paid as soon as Sterling receives proper written proof.

PAYMENT OF CLAIM: The benefit will be paid to the Insured. Any benefit unpaid at death may be paid, at Sterling's option, either to the Insured's beneficiary or estate.

PHYSICAL EXAMINATIONS: Sterling, at its expense, has the right to have the Insured examined as often as reasonably necessary while a claim is pending.

AUTOPSY: While a claim is pending, Sterling, at its own expense, has the right to require an autopsy of the person of the Insured in the case of death where it is not forbidden by law.

LEGAL ACTIONS: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the Insured resides on that date is amended to conform to the minimum requirements of such laws.

MISSTATEMENT REGARDING TOBACCO USE: If any representation regarding the use of tobacco has been misstated, any amount payable under the policy shall be such as the premium paid would have purchased if the representation had not been misstated.

CHANGE OF BENEFICIARY: The Insured can change the beneficiary at any time by giving Sterling a signed and dated written notice which is received at its home office during the Insured's lifetime. Unless irrevocably designated, the beneficiary's consent is not required. The change of beneficiary is effective as of the date the notice is signed, subject to any action taken by Sterling prior to receipt of such notice. No change is valid if received after Insured's death.

GENERAL PROVISIONS

TERM: This policy is issued for the term for which premium has been paid. It begins and ends at 12:01 a.m., Standard Time, at the place where you reside. It is effective on the Issue Date shown on the Benefit Schedule.

PAYMENT OF PREMIUM: This policy is issued in consideration of the premium and the statements in the application. If payment of the initial premium is made by check or draft that is not honored, the policy shall be void. In the event of Your death, Sterling will refund any premium paid within thirty (30) days for a period beyond the date of Your death.

YOUR RIGHT TO CANCEL: You may cancel this policy at any time by writing Sterling. Coverage will end on the date the notice is received or on a later date you specify. Sterling will return any unearned premium.

TERMINATION:

This policy terminates at the earliest of:

- 1) The end of the grace period for the payment of the premium for the policy; or
- 2) The next renewal date after Your request to terminate this policy; or
- 3) The date You have received the Scheduled Benefit Amount for **both** Category I Cancer and Category II Specified Critical Conditions (Excluding Cancer) conditions.

SERFF Tracking Number: LFPL-126352213 State: Arkansas
Filing Company: Sterling Life Insurance Company State Tracking Number: 43891
Company Tracking Number:
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: Sterling Critical Condition Revision Filing
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	11/20/2009
Comments: Attached please find the original flesch certification. No changes have been made.		
Attachment: AR Readability 3.13.09.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	11/20/2009
Bypass Reason: Not applicable. No application changes are contained within this filing. Please see attached cover letter for details.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification	Approved-Closed	11/20/2009
Bypass Reason: Not applicable. No application changes are contained within this filing. Please see attached cover letter for details.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Outline of Coverage	Approved-Closed	11/20/2009
Comments: Attached please find a revised Outline of Coverage. Please see attached cover letter for details.		
Attachment: Sterling CI AR OOC.pdf		

Item Status:	Status
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SERFF Tracking Number: LFPL-126352213 State: Arkansas
Filing Company: Sterling Life Insurance Company State Tracking Number: 43891
Company Tracking Number:
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: Sterling Critical Condition Revision Filing
Project Name/Number: /

Satisfied - Item: Third Party Authorization **Approved-Closed** **Date:** 11/20/2009
Comments:
Attached please find the required third party authorization.
Attachment:
CC Authorization 9.4.09.pdf

Item Status: **Status**
Date:
Satisfied - Item: Cover Letter **Approved-Closed** 11/20/2009
Comments:
Attached please find a cover letter which includes the filing details.
Attachment:
DOI Letter-Approved _AR_.pdf

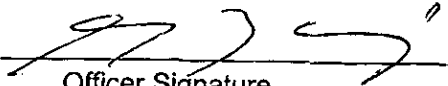
This is to certify that the forms listed below are in compliance with ACA 23-80-206.

1. The Flesch readability scores are as follows:

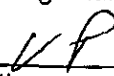
StrAR-CC

50.4

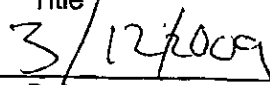
2. The documents are printed in not less than ten (10) point type, one (1) point leaded.
3. The layout and spacing of each document separate the paragraphs from each other and from the border of the paper.
4. The section titles are captioned in bold face or otherwise stand out significantly from the text.
5. The documents do not use unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions.
6. The style, arrangement and overall appearance of each document give no undue prominence to any portion or to any endorsements or riders.
7. A table of contents is included in the policy forms.



Officer Signature



Title



Date

Sterling Life Insurance Company
Administrative Offices/Customer Service
[P. O. Box 5348 Bellingham, WA 98227-5348]

LIMITED BENEFIT HEALTH COVERAGE
OUTLINE OF COVERAGE FOR POLICY FORM NO. STRAR-CC

READ YOUR POLICY CAREFULLY. This outline of coverage provides a brief description of the important features of your policy. This is not the contract of insurance and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. Therefore, it is important that you **READ YOUR POLICY CAREFULLY!**

LIMITED BENEFIT HEALTH COVERAGE. Policies of this category are designed to provide, to the insured, limited or supplemental coverage.

DESCRIPTION OF BENEFIT. Category I Scheduled Benefit Amount \$ _____

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of Covered Cancer. Benefit payment is for Cancer, excluding Skin Cancer (except malignant melanoma), Stage A, B, T1a or T1b Prostate Cancer, Stage 1A malignant melanoma and Carcinoma In-Situ. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70.

Section Two

Payment upon diagnosis and/or treatment of first occurrence of Stage A, B, T1a or T1b Prostate Cancer or Carcinoma In-Situ is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70.

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category.

Category II Scheduled Benefit Amount \$ _____

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of the following specified Critical Conditions: Benign Brain Tumor, Blindness, Heart Attack, Kidney Failure, Loss of Hearing, Loss of Speech, Major Organ Transplant, Paralysis (2 or more limbs), Severe Burns, or Stroke. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70.

Section Two

Payment upon diagnosis and/or treatment of first occurrence of coronary artery bypass graft surgery is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70.

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category.

This policy will terminate upon the payment of both Category I Cancer and Category II Specified Critical Condition benefits subject to all contract terms.

COVERED LOSS. Sterling agrees to pay you, the insured named in the application, subject to the terms and limitations of the policy, for the above described benefit sustained by you while this policy is in force.

EXCLUSIONS AND LIMITATIONS. No benefit is payable for loss due to: 1) A Pre-Existing Condition; 2) a Waiting Period Condition; 3) any exclusions or limitations listed in the policy.

PRE-EXISTING AND WAITING PERIOD CONDITION. A Pre-Existing Condition is one for which you received medical advice or treatment within 12 months preceding the issue date of the policy or showed signs or symptoms within 12 months prior to the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment. In the first 60 days from the effective date of the policy or the last reinstatement of the policy, a Waiting Period Condition is one for which you received medical advice or treatment or showed symptoms after the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment. Loss caused by a pre-existing or waiting period condition is not covered unless such loss begins after **12 months** from the issued date of this policy.

RENEWABILITY. Sterling guarantees your right to renew this policy. It will continue in force so long as the premium is paid on or before the due date or within the grace period. Sterling reserves the right to change the premium on a class basis. Sterling will notify you in writing, at your last address of record, of the change at least 30 days before the date at which it is to become effective.

THIS IS NOT MAJOR MEDICAL. THIS IS NOT LIFE INSURANCE. THIS IS NOT MEDICARE SUPPLEMENT.

(If Medicare eligible, review the *Guide to Health Insurance for People with Medicare* available from Sterling.)

If you have any questions regarding your policy please contact Sterling at: **[(800) 688-0010]**

STERLING Life Insurance Company

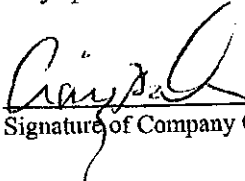
DATE: August 4, 2009

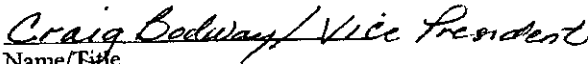
TO: State Insurance Department

RE: Critical Illness Insurance Filings

I hereby authorize our filing consultants Kathleen Andrews, Mary Boyden, Bill Conley, Tara Travers and Melanie Glassic of LifePlans, Inc to communicate with Insurance Department, review and submit rates, and receive information from the Department with respect to the Critical Illness Insurance filing for Sterling Life Insurance Company.

Any questions concerning this authorization should be brought to my immediate attention.



Signature of Company Officer

Name/Title



51 Sawyer Road
Suite 340
Waltham, MA 02453
(781) 893-7600
Fax: (781) 647-3552
www.lifeplans.com

October 26, 2009

Attn: Insurance Analyst

Sterling Life Insurance Company
Specified Critical Condition Filing – Correction
Approved 3/16/09 under SERFF Tracking No. LFPL-126052497
FEIN Number: 13-1867829
NAIC Number: 77399

Dear Insurance Analyst,

Please accept the enclosed filing on behalf of Sterling Life Insurance Company. A letter of filing authorization is attached. All correspondence should be addressed to LifePlans Inc.

It has been recently brought to the attention of Sterling that the policy and outline of coverage forms, referenced above, contain inconsistent language.

Specifically, the definitions of “Covered Loss”, “Pre-existing Condition”, and “Waiting Period Condition” contained in the policy, Form No. StrAR-CC, reflected inconsistent language in regard to the time frame of loss caused by a by such condition beginning after “24” months from the issue date. This language has been revised to reflect a “12” month period, as originally intended. Lastly, the Time Limit on Certain Defenses provision has been updated to reflect the “12” month period.

The Pre-Existing and Waiting Period Condition section of the outline of coverage, Form No. STRAR-CCOC, has also been updated to reflect the correct language.

Please note there have been no policies issued to-date, therefore, the form numbers remain as originally approved.

We have enclosed copies of the updated materials for your records. We have also highlighted the areas which have been revised for your convenience.

If you have any questions or wish to discuss this filing, please feel free to call us directly at (800) 525-7279, extension 425. If everything is in order, we will appreciate receiving your approval.

Sincerely,

Melanie Glassic, Compliance Analyst
Third Party Administration & Compliance Services
LifePlans, Inc.
mglassic@lifeplansinc.com

LISTING OF FORMS/FORM NUMBERS

Specified Critical Condition Policy
Outline of Coverage

Form No. StrAR-CC
FORM NO. STRAR-CCOC

SERFF Tracking Number: LFPL-126352213 State: Arkansas

Filing Company: Sterling Life Insurance Company State Tracking Number: 43891

Company Tracking Number:

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: Sterling Critical Condition Revision Filing

Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/21/2009	Form	Specified Critical Condition Policy	11/20/2009	AR Sterling CI Policy 10.08.09.pdf (Superceded)

STERLING LIFE INSURANCE COMPANY

Administrative Offices/Customer Service
[P. O. Box 5348 Bellingham, WA 98227-5348
(800) 688-0010]

GUARANTEED RENEWABLE SPECIFIED CRITICAL CONDITION POLICY

THIS POLICY DOES NOT PAY BENEFITS FOR LOSS OF LIFE.

This is a legal contract between you and Sterling. READ YOUR POLICY CAREFULLY.

THIRTY DAY RIGHT TO EXAMINE POLICY

If this policy is not satisfactory for any reason, within 30 days of policy issuance you can return the policy to Sterling. Any premium paid will be refunded and this policy will be void from its beginning.

GUARANTEED RENEWABLE

Sterling guarantees your right to renew this policy. It will continue in force so long as the premium is paid on or before the due date or within the grace period. Sterling reserves the right to change the premium on a class basis. Sterling will notify you in writing, at your last address of record, of the change at least 30 days before the date at which it is to become effective.

PRE-EXISTING, WAITING PERIOD CONDITION LIMITATIONS

Loss caused by a Pre-existing Condition or Waiting Period Condition is not covered unless such loss begins after 12 months from the issue date of this policy.

This policy is issued by STERLING LIFE INSURANCE COMPANY

Signed by Our President and Secretary.

President



Assistant Secretary

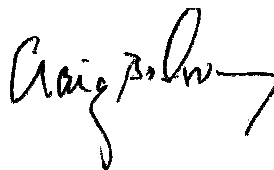


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A copy of the Application and Outline of Coverage follows Page 10.

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BENEFIT SCHEDULE

CATEGORY I - CANCER BENEFIT

Scheduled Benefit Amount

\$

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of Covered Cancer. Benefit payment is for Cancer, excluding Skin Cancer (except malignant melanoma), Stage A, B, T1a or T1b Prostate Cancer, Stage 1A malignant melanoma and Carcinoma In-Situ. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

Section Two

Payment upon diagnosis and/or treatment of first occurrence of Stage A, B, T1a or T1b Prostate Cancer or Carcinoma In-Situ is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category. This policy will terminate upon the payment of both Category I Cancer and Category II Specified Critical Condition benefits subject to all contract terms.

CATEGORY II - SPECIFIED CRITICAL CONDITIONS BENEFIT (EXCLUDING CANCER)

Scheduled Benefit Amount

\$

Section One

The Scheduled Benefit Amount is the lifetime benefit amount payable under the policy upon diagnosis and/or treatment of the following specified Critical Conditions: Benign Brain Tumor, Blindness, Heart Attack, Kidney Failure, Loss of Hearing, Loss of Speech, Major Organ Transplant, Paralysis (2 or more limbs), Severe Burns, or Stroke. This benefit is payable only one time during the lifetime of the policy. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

Section Two

Payment upon diagnosis and/or treatment of first occurrence of coronary artery bypass graft surgery is limited to 10% of the lifetime benefit amount. This benefit is payable only one time during the lifetime of the policy, and any amount paid will reduce the amount paid under Section One of this benefit. This benefit is reduced by 50% from attained age 70. (Subject to the Pre-existing and Waiting Period Conditions Limitations)

After 100% of the lifetime benefit or 50% from attained age 70 has been paid within this Category, no more benefits are payable for any condition in this Category. This policy will terminate upon the payment of both Category I Cancer and Category II Specified Critical Condition benefits subject to all contract terms.

INSURED:

AGE:

POLICY NUMBER:

METHOD OF PREMIUM PAYMENT:

SMOKER STATUS:

PREMIUM AMOUNT:

\$

ISSUE DATE:

:

CONSIDERATION

This policy is issued in consideration of the statements in the application and payment of the first premium. A copy of the application is attached to the policy.

BENEFITS

Please refer to the Benefit Schedule page for the benefit(s) you selected.

CATEGORY I - CANCER BENEFIT

Covered Loss - Cancer (Excluding Skin Cancer (except malignant melanoma), Stage A, B, T1a or T1b Prostate Cancer, Carcinoma In-Situ and Stage 1A malignant melanoma)

Sterling agrees to pay you, the insured named in the application, subject to the terms and limitations of this policy, a benefit for the following Covered Loss sustained by you while the policy is in force. Upon diagnosis and/or treatment of Cancer, as defined below, while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, you will receive 100% of the Scheduled Benefit Amount according to the plan selected.

Covered Loss – Stage A/B or T1a/T1b Prostate Cancer or Carcinoma In-Situ

Benefit payment upon diagnosis and/or treatment of first occurrence of Stage A/B or T1a/T1b Prostate Cancer or Carcinoma In-Situ while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, is limited to 10% of the Scheduled Benefit Amount according to the plan selected.

Exclusion: No benefit will be payable under this condition for the following non-life-threatening cancers:

- Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion), or
- any non-melanoma skin cancer that has not metastasized

Cancer Benefit Definitions

“Life-threatening Cancer” means leukemia, Hodgkin’s Disease or a malignant tumor treated by a Physician that is characterized by uncontrolled cell growth and which results in a pathologic diagnosis, based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.) The pathologist establishing the diagnosis shall base his judgment solely upon the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the suspect cells.

The legally licensed Doctor must not be the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Any tests or examinations that must be performed in order to satisfy the condition requirements must be conducted by a medical professional who is not the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Diagnosis under the policy means the complete fulfillment of the definition of the condition as described under the policy.

“Carcinoma-in-situ” means a diagnosis of cancer where in the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an

Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.)

“Stage A Prostate Cancer” is histologically described as Tumor Node Metastasis Classification T1 or equivalent staging based upon a microscopic examination of the affected cells by a legally licensed Doctor of Medicine certified by the American Board of Pathology or by an Osteopathic Pathologist (unless a pathological diagnosis is deemed medically inappropriate, in which case a clinical diagnosis will be accepted.)

Skin Cancer

Skin Cancer is not covered under this policy. “Skin Cancer” is any Skin Cancer, including squamous cell carcinoma and basal cell carcinoma, except malignant melanoma.

CATEGORY II - SPECIFIED CRITICAL CONDITION COVERAGE BENEFIT (EXCLUDING CANCER)

Covered Loss - Critical Conditions (Excluding Cancer and Coronary Artery Bypass Graft Surgery)

Sterling agrees to pay you, the insured named in the application, subject to the terms and limitations of this policy, a benefit for one of the following Covered Losses sustained by you while this policy is in force. Upon the diagnosis and/or treatment of the Covered Loss as defined below while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, you will receive 100% of the Scheduled Benefit Amount according to the plan selected.

The diagnosis and treatment of any covered condition must be performed by a Specialist or physician licensed in the United States of America (or other such jurisdiction as may be approved).

Any tests or examinations that must be performed in order to satisfy the condition requirements must be conducted by a medical professional who is not the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

Diagnosis under the policy means the complete fulfillment of the definition of the condition as described under the policy.

“Benign Brain Tumor” is defined as “a definite diagnosis of a non-malignant tumor located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumor must require surgical or radiation treatment or cause irreversible objective neurological deficit(s). The diagnosis of Benign Brain Tumor must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for pituitary adenomas less than 10 mm.

“Blindness” *is defined as* “a definite diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or,
- the field of vision being less than 20 degrees in both eyes.
- The diagnosis of Blindness must be made by a Specialist.”

“Heart Attack” is defined as “a definite diagnosis of the death of heart muscle due to obstruction of blood flow, that results in:

Rise and fall of the biochemical cardiac markers troponin and CK-MB to levels considered diagnostic of myocardial infarction, with at least one of the following:

- heart attack symptoms
- new electrocardiogram (ECG) changes consistent with a heart attack
- development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of Heart Attack must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves, or
- ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above."

"Kidney Failure" is defined as "a definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated. The diagnosis of Kidney Failure must be made by a Specialist."

"Loss of Hearing" means permanent and profound loss of hearing in both ears, with an auditory threshold of more than 90 decibels, for at least three standard tested frequencies with no possibility of correction despite use of a hearing aid. The diagnosis of Loss of Hearing must be made by a Specialist.

"Loss of Speech" is defined as "a definite diagnosis of the total and irreversible loss of the ability to speak for the activities of daily living as the result of physical injury or disease, for a period of at least 180 days. The diagnosis of Loss of Speech must be made by a Specialist."

"Major Organ Transplant" is defined as "a definite diagnosis of the irreversible failure of the heart, both lungs, liver, whole pancreas, or both kidneys, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Insured Person must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney, or whole pancreas, and limited to these entities. The diagnosis of the major organ failure must be made by a Specialist."

"Paralysis" is defined as "a definite diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event. The diagnosis of Paralysis must be made by a Specialist."

"Severe burns" means third degree burns covering at least 20% of your body, which are diagnosed by a Specialist.

"Stroke" (Cerebrovascular Accident) is defined as "a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms, and
- new objective neurological deficits on clinical examination,

persisting for more than 30 days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of Stroke must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- Transient Ischaemic Attacks; or,
- Intracerebral vascular events due to trauma; or,
- Lacunar infarcts which do not meet the definition of stroke as described above."

Covered Loss – Coronary Artery Bypass Graft Surgery

Benefit payment upon diagnosis and/or treatment of first occurrence of Coronary Artery Bypass Graft Surgery while this policy is in force and subject to the Pre-existing and Waiting Period Conditions Limitations, is limited to 10% of the Scheduled Benefit Amount according to the plan selected.

"Coronary Artery Bypass Graft (CABG) Surgery" is defined as "the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s), excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction. The surgery must be determined to be medically necessary by a Specialist."

DEFINITIONS

"**Covered Loss**" is a loss that is incurred, diagnosed and/or treated in accordance with the requirements of the subsection describing the specific loss. A Covered Loss is not a loss that is a Pre-existing Condition or

Waiting Period Condition; however, a Pre-existing Condition or Waiting Period Condition will be considered a Covered Loss if loss caused by such condition begins after **12 months** from the issue date.

“Incurs/Incurred” means an event or incident that:

- (a) initially occurs on or after the date coverage on an Insured Person becomes effective under this Policy; and
- (b) initially occurs while coverage on an Insured Person under this policy is in force; and
- (c) is not excluded by any specific description or exclusion stated in this Policy.

“**Hospital**” is an institution located in the United States which meets all of the following requirements: (a) operates pursuant to state law for Hospitals located in the United States; (b) operates primarily for the care and treatment of sick or injured persons as inpatients; (c) provides 24 hour nursing service; (d) has facilities for diagnosis and surgery either on its own premises or in facilities available to the Hospital on a prearranged basis; and (e) has a staff of at least one licensed Physician available at all times. Hospital does not include a nursing home or convalescent care facility, whether such facility is independent or associated with a Hospital.

“**Physician**” means a legally qualified practitioner licensed in the United States or its territories by a federal, state or territorial licensing authority for such practitioners acting within the scope of his or her license in treating an injury or sickness and practices in the United States or its territories. It does not include you or a member of your family.

“**Pre-existing Condition**” means a condition for which you received medical advice or treatment within the 12 months preceding the issue date of the policy or showed signs or symptoms within 12 months prior to the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment. A Pre-existing Condition does not include any condition fully disclosed in the application for the policy. Loss caused by a pre-existing condition is not covered unless such loss begins after **12 months** from the issue date of the policy.

“**Scheduled Benefit Amount**” means the lifetime maximum benefit amount payable under the policy.

“**Specialist**” is a licensed medical practitioner who has been trained in the specific area of medicine relevant to the covered critical illness condition for which benefit is being claimed, and who has been certified by a specialty examining board. In the absence or unavailability of a Specialist, and as approved by the insurer, a condition may be diagnosed by a qualified physician practicing in the United States of America.

Specialist includes, but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist.

The Specialist must not be the Policy owner, the Insured, a relative of or business associate of the Policy owner or of the Insured.

“**Term**” is the Issued Date shown on the Schedule.

“**Waiting Period Condition**”

No benefit will be payable under this policy if:

Within the first 60 days following the later of:

- the effective date of the policy, or
- the effective date of last reinstatement of the policy,

the Insured Person has any of the following:

- a diagnosis of a covered condition
- received medical advice or treatment for a covered condition
- signs, symptoms or investigations, that lead to a diagnosis of a covered condition, regardless of when the diagnosis is made
- showed symptoms after the issue date that would have caused an ordinarily prudent person to seek medical advice or treatment

This medical information as described above must be reported to the Company within 6 months of the date of the diagnosis. If this information is not provided, the Company has the right to deny any claim for a covered condition. Loss caused by a waiting period condition is not covered unless such loss begins after **12 months** from the issue date of the policy.

PAYABLE IN ADDITION TO OTHER INSURANCE

Benefits provided by this policy are payable in addition to those provided by any other insurance policy.

EXCLUSIONS

This policy will not pay for losses resulting from:

- 1) Any intentionally self-inflicted injury;
- 2) Criminal activity or participation in a riot;
- 3) Disease, illness or bacterial infections except those bacterial infections that occur as a result of accidental Injury;
- 4) Intoxication or narcotics influence, unless such intoxicant or narcotic is prescribed by a Physician;
- 5) Driving under the influence of alcohol or narcotics, unless administered on the advice of a Physician;
- 6) Military service or war;
- 7) Suicide or intentional Injury; or
- 8) Hazardous sports or activities such as racing or testing a vehicle, skydiving, parachuting or bungee jumping.

UNIFORM PROVISIONS

ENTIRE CONTRACT; CHANGES: This policy with the application and attached papers, if any, is the entire contract between the Insured and Sterling. No change in this policy will be effective until approved by an officer of Sterling. This approval must be noted on or attached to this policy. No agent may change this policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: (a) Misstatements in the Application. After two years from the issue date of this policy, only fraudulent misstatements made by the applicant in the application may be used to void the policy or deny a claim for loss incurred after the two-year period. (b) Pre-Existing Conditions. No claim for loss that starts after **12 months** from the issue date will be reduced or denied because a sickness or physical condition, not excluded by name or specific description before the date of loss, had existed before the issue date.

GRACE PERIOD: This policy has a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the grace period ends, the policy will lapse. Later acceptance of the premium by Sterling (or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate the policy.

If Sterling or its agent requires an application, the Insured will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking such approval, the policy will be reinstated on the 45th day after the date of the conditional receipt unless Sterling has previously written the Insured of its disapproval.

The reinstated policy will only cover a loss that starts more than 10 days after the reinstatement date. In all other respects the rights of the Insured and Sterling will remain the same, subject to any provisions noted on or attached to the reinstated policy.

Any premiums Sterling accepts for a reinstatement will be applied to a period for which premiums have not been paid. No premium will be applied to any period more than 60 days before the reinstatement date.

NOTICE OF CLAIM: Written notice of claim must be given within 30 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Sterling at its Home Office or to Sterling's agent. Notice should include the name of the Insured and the policy number.

CLAIM FORMS: When Sterling receives the notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving Sterling a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

PROOF OF LOSS: Written proof must be given within 90 days after such loss.

If it was not reasonably possible to give written proof in the time required, Sterling shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

TIME OF PAYMENT OF CLAIM: Benefit for loss covered by this policy will be paid as soon as Sterling receives proper written proof.

PAYMENT OF CLAIM: The benefit will be paid to the Insured. Any benefit unpaid at death may be paid, at Sterling's option, either to the Insured's beneficiary or estate.

PHYSICAL EXAMINATIONS: Sterling, at its expense, has the right to have the Insured examined as often as reasonably necessary while a claim is pending.

AUTOPSY: While a claim is pending, Sterling, at its own expense, has the right to require an autopsy of the person of the Insured in the case of death where it is not forbidden by law.

LEGAL ACTIONS: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of 3 years from the time written proof of loss is required to be given.

CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the Insured resides on that date is amended to conform to the minimum requirements of such laws.

MISSTATEMENT REGARDING TOBACCO USE: If any representation regarding the use of tobacco has been misstated, any amount payable under the policy shall be such as the premium paid would have purchased if the representation had not been misstated.

CHANGE OF BENEFICIARY: The Insured can change the beneficiary at any time by giving Sterling a signed and dated written notice which is received at its home office during the Insured's lifetime. Unless irrevocably designated, the beneficiary's consent is not required. The change of beneficiary is effective as of the date the notice is signed, subject to any action taken by Sterling prior to receipt of such notice. No change is valid if received after Insured's death.

GENERAL PROVISIONS

TERM: This policy is issued for the term for which premium has been paid. It begins and ends at 12:01 a.m., Standard Time, at the place where you reside. It is effective on the Issue Date shown on the Benefit Schedule.

PAYMENT OF PREMIUM: This policy is issued in consideration of the premium and the statements in the application. If payment of the initial premium is made by check or draft that is not honored, the policy shall be void.

YOUR RIGHT TO CANCEL: You may cancel this policy at any time by writing Sterling. Coverage will end on the date the notice is received or on a later date you specify. Sterling will return any unearned premium.

TERMINATION:

This policy terminates at the earliest of:

- 1) The end of the grace period for the payment of the premium for the policy; or
- 2) The next renewal date after Your request to terminate this policy; or
- 3) The date You have received the Scheduled Benefit Amount for **both** Category I Cancer and Category II Specified Critical Conditions (Excluding Cancer) conditions.